

The Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

MELISSA HYATT; MICHAEL PHILLIPS;
SHANNON GRODA; and JOSHUA
FORREST,

Plaintiffs,

v.

STUDENT LOAN XPRESS, INC., a Delaware
Corporation; LIBERTY BANK, N.A., an Ohio
Corporation; AMERICAN EDUCATION
SERVICES, a Pennsylvania Corporation; and
DOE LOAN COMPANY I-V,

Defendants.

No. C09-1324-TSZ

**DEFENDANT AMERICAN EDUCATION
SERVICES' ANSWER TO COMPLAINT**

Defendant American Education Services ("AES") hereby answers the Plaintiffs' complaint as follows.

1-4. Denied. Answering Defendant is without information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraphs 1 through 4.

5. This allegation is directed to a Defendant other than Answering Defendant; therefore, no answer is required.

6. Denied. Defendant American Education Services is a fictitious name that was used by the Pennsylvania Higher Education Assistance Agency, which is an agency of and on behalf of the Commonwealth of Pennsylvania.

DEFENDANT AMERICAN EDUCATION SERVICES' ANSWER
TO COMPLAINT (No. C09-1324-TSZ) - 1

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1 7. This allegation is directed to a Defendant other than the Answering Defendant;
2 therefore, no answer is required.

3 8. Denied. Answering Defendant is without information or knowledge sufficient to
4 form a belief as to the allegations of paragraph 8.

5 9. Admitted.

6 10. Denied. As to Answering Defendant, denied. With respect to the other
7 Defendants, Answering Defendant is without information or knowledge sufficient to form a
8 belief as to the truth of the allegations of paragraph 10.

9 11. Denied.

10 12-14. Denied. Answering Defendant is without knowledge or information sufficient to
11 form a belief as to the truth of the allegations of paragraphs 12 through 14.

12 15. Denied. Answering Defendant denies having its representatives and/or agents
13 meet with and/or communicate with Plaintiffs as alleged in paragraph 15. Answering Defendant
14 is without information or knowledge sufficient to form a belief as to the truth of the remaining
15 allegations of paragraph 15.

16 16. Denied. Answering Defendant denies that its representatives and/or agents
17 communicated with Plaintiffs as alleged in paragraph 16. Answering Defendant is without
18 information or knowledge sufficient to form a belief as to the truth of the remaining allegations
19 of paragraph 16.

20 17. Denied. Except for having possession of the signed loan documents, Answering
21 Defendant denies that its representatives and/or agents acted in the manner as alleged in
22 paragraph 17. Answering Defendant is without information or knowledge sufficient to form a
23 belief as to the remaining allegations of paragraph 17.

24 18. Denied. As to Answering Defendant, denied. Answering Defendant is without
25 information or knowledge sufficient to form a belief as to the remaining allegations of
26 paragraph 18.

1 19. Denied. Answering Defendant is without information or knowledge sufficient to
2 form a belief as to what and when Plaintiffs learned as alleged in paragraph 19. Answering
3 Defendant is without information or knowledge sufficient to form a belief as to the remaining
4 allegations of paragraph 19.

5 20. Denied. Without more specific information about Plaintiffs' contacts with
6 Answering Defendant, Answering Defendant is without information or knowledge sufficient to
7 form a belief as to this allegation with respect to the Answering Defendant. Answering
8 Defendant is without information or knowledge sufficient to form a belief as to the remaining
9 allegations of paragraph 20.

10 **CAUSE OF ACTION**

11 21. Answering Defendant incorporates by reference its answers to all the allegations
12 contained in paragraphs 1 through 20 above.

13 22-24. Denied.

14 WHEREFORE, Answering Defendant demands judgment in its favor together with costs
15 and attorneys' fees.

16 **AFFIRMATIVE DEFENSES**

17 1. Plaintiffs' claims may be barred by the applicable statutes of limitations and/or
18 laches.

19 **PRAYER FOR RELIEF**

20 Answering Defendant hereby prays for relief as follows:

- 21 1. Dismissal of Plaintiffs' complaint with prejudice and an award to Answering
22 Defendant of its attorneys' fees and costs incurred herein, and
23 2. Any other and further relief as the Court deems just and equitable.

1 DATED this 7th day of October, 2009.

2 BYRNES & KELLER LLP

3 By /s/ Christina L. Haring-Larson

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CERTIFICATE OF SERVICE

The undersigned attorney certifies that on the 7th day of October, 2009, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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